

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Bradley Fagnani (SBN 261330)
Bradley@setarehlaw.com
3 Dante Balducci (SBN 347747)
dante@setarehlaw.com
4 **SETAREH LAW GROUP**
420 N. Camden Drive, Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff DENIS CRONE

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

09/17/2026 at 04:39:26 PM

By: Andrei Gospel,
Deputy Clerk

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

12 DENIS CRONE, on behalf of himself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 MRS. GOOCH'S NATURAL FOOD
17 MARKETS, INC., a California Stock
Corporation; WHOLE FOODS MARKET
18 CALIFORNIA, INC., a California Stock
Corporation; and DOES 1 through 50,
19 inclusive,

20 *Defendants.*

Case No. **26CV210975**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff DENIS CRONE ("Plaintiff"), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants MRS. GOOCH'S
5 NATURAL FOOD MARKETS, INC., a California Stock Corporation; WHOLE FOODS
6 MARKET CALIFORNIA, INC., a California Stock Corporation; and DOES 1 through 50,
7 inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As
8 set forth below, Plaintiff alleges that Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;
11 (2) failed to provide them with rest periods;
12 (3) failed to pay them premium wages for missed meal and/or rest periods;
13 (4) failed to pay them at least minimum wage for all hours worked;
14 (5) failed to pay them overtime wages at the correct rate;
15 (6) failed to reimburse them for all necessary business expenses;
16 (7) failed to provide them with accurate written wage statements; and
17 (8) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
19 restitution, civil penalties, and related relief on behalf of himself and all others similarly situated,
20 all other aggrieved employees, and the State of California.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

25 3. Venue is proper in COUNTY OF ALAMEDA pursuant to Code of Civil Procedure
26 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
27 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
28 transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant MRS.
5 GOOCH'S NATURAL FOOD MARKETS, INC. is, and at all relevant times mentioned herein, a
6 California Stock Corporation doing business in the State of California.

7 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant WHOLE
8 FOODS MARKET CALIFORNIA, INC. is, and at all relevant times mentioned herein, a
9 California Stock Corporation doing business in the State of California.

10 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
11 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
12 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
13 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
14 fictitiously named defendants are responsible in some manner for the occurrences, acts and
15 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
16 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
17 capacities of the DOE defendants when ascertained.

18 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
19 mentioned herein, some or all of the defendants were the representatives, agents, employees,
20 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
21 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
22 and scope of such relationship and with the full knowledge, consent, and ratification by such other
23 defendants.

24 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 9. Plaintiff worked for Defendants as an hourly, non-exempt employee from
26 approximately November 20, 2025, through April 26, 2026.

27 ///

Off-the-Clock Work

10. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

11. Plaintiff and the aggrieved employees regularly performed work after their scheduled work hours and were not paid for this time. Plaintiff and the aggrieved employees were instructed to perform duties such as cleaning dishes, after they had already clocked out and were not paid for the time spent performing these additional duties.

12. In addition, when Plaintiff or the aggrieved employees missed a time punch or experienced a schedule change, Defendants' management entered, modified, or otherwise altered their time records; however, the modification would not be accurate. These practices resulted in discrepancies between the hours actually worked and the hours recorded and paid by Defendants.

13. As a result of performing off-the-clock work that was directed, permitted, or otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any of the time spent working off-the-clock.

14. Defendants knew or should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the aggrieved employees for these hours.

15. As a result of Defendants' policies and practices, Plaintiff and the aggrieved employees were not paid for all hours worked.

Missed Meal Periods

16. Plaintiff and the aggrieved employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on

1 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
2 meal and rest periods.

3 17. Specifically, Plaintiff's meal periods were interrupted approximately routinely
4 every week by management requesting his assistance and directing him to return to work due to
5 inadequate coverage.

6 18. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
7 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
8 (5) hours worked due to complying with Defendants' productivity requirements that required
9 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
10 assignments on time.

11 **Missed Rest Periods**

12 19. Plaintiff and the aggrieved employees were not provided with rest periods of at least
13 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
14 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
15 understaffing each work shift with not enough workers; (3) imposing so much work on each
16 employee such that it made it unlikely that an employee would be able to take their breaks if they
17 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
18 encouraged employees to take their meal and rest periods.

19 20. For instance, Plaintiff's rest periods were routinely cut short or entirely missed
20 because he was directed by management to continue performing job duties such as assisting
21 customers.

22 21. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
23 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
24 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
25 and the aggrieved employees to work through their rest periods in order to complete their
26 assignments on time.

27 ///

28 ///

1 **Expense Reimbursement**

2 22. Plaintiff and the aggrieved employees were required to utilize their own personal cell
3 phones to perform their job duties.

4 23. Plaintiff and the aggrieved employees were not reimbursed for business expenses
5 incurred in using their personal cell phones to perform job duties including, but not limited to,
6 clocking in and out using Defendant's mobile timekeeping application; communicating with upper
7 management; and completing surveys as directed by Defendants.

8 24. Plaintiff and the aggrieved employees were also required to purchase non-slip shoes
9 and were not fully reimbursed for such expenditures.

10 25. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
11 necessary business expenses incurred by them.

12 **Wage Statements**

13 26. Plaintiff and the aggrieved employees were not provided with accurate wage
14 statements as mandated by law pursuant to Labor Code § 226.

15 27. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
16 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
17 clock" work were not included.

18 28. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
19 worked by the employee" were not accurately reflected in that all hours worked, including overtime
20 and "off-the-clock" work were not included.

21 29. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages
22 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
23 clock" work were not included.

24 30. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee" were not accurately reflected in that all hours worked, including
27 overtime and "off-the-clock" work were not included.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 31. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 32. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

7 33. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
8 himself and other current and former employees, to bring a representative civil action to recover
9 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
10 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

11 34. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 35. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
15 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
16 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
17 intent to investigate.

18 36. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
19 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
20 512, 1194, 1197, 1198 and 2802:

21 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
22 2802, one hundred dollars (\$100) for each employee per pay period for each
23 initial violation and two hundred dollars (\$200) for each employee per pay
24 period for each subsequent violation (penalties set by Labor Code §
25 2699(f)(2));

26 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
27 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
28

- 1 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
2 employee for each initial violation that was neither willful nor intentional,
3 two hundred dollars (\$200) for each employee, plus 25% of the amount
4 unlawfully withheld from each employee, for each initial violation that was
5 either willful or intentional, and two hundred dollars (\$200) for each
6 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
7 from each employee, for each subsequent violation, regardless of whether the
8 subsequent violation was either willful or intentional (penalties set by Labor
9 Code § 210);
- 10 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus twenty-five percent
13 (25%) of the amount unlawfully withheld from each employee, for each
14 initial violation that was either willful or intentional, and two hundred dollars
15 (\$200) for each employee, plus twenty-five percent (25%) of the amount
16 unlawfully withheld from each employee, for each subsequent violation,
17 regardless of whether the subsequent violation was either willful or
18 intentional (penalties set by Labor Code § 225.5);
- 19 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
20 citation, two hundred and fifty dollars (\$250) for each employee for each
21 violation. Alternatively, if an initial citation or its equivalent occurred before
22 the filing of this action, one thousand dollars (\$1,000) for each employee for
23 each violation (penalties set by Labor Code § 226.3);
- 24 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
25 employee for each initial pay period for which the employee was underpaid,
26 and one hundred dollars (\$100) for each employee for each subsequent pay
27 period for which the employee was underpaid (penalties set by Labor Code §
28 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: September 15, 2026

SETAREH LAW GROUP


SHAUN SETAREH
BRADLEY FAGNANI
DANTE BALDUCCI
Attorneys for Plaintiff
DENIS CRONE